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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 JACOB WOLFGANG GONZALEZ, et al.,

16 Defendants.  
17  
18

No. CR 23-427-GW-4

PLEA AGREEMENT FOR DEFENDANT  
ERNESTO ROBERTO YBARRA

19 1. This constitutes the plea agreement between ERNESTO ROBERTO  
20 YBARRA ("defendant") and the United States Attorney's Office for the  
21 Central District of California ("the USAO") in the above-captioned  
22 case. This agreement is limited to the USAO and cannot bind any  
23 other federal, state, local, or foreign prosecuting, enforcement,  
24 administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and  
28 provided by the Court, appear and plead guilty to counts one and

1 sixteen of the indictment in United States v. Jacob Wolfgang  
2 Gonzalez, et al., CR No. 23-427-GW-4, which charge defendant with  
3 conspiracy to engage in the business of dealing firearms without a  
4 license, in violation of 18 U.S.C. § 371 (count one), and felon in  
5 possession of firearms and ammunition, in violation of 18 U.S.C.  
6 § 922(g)(1) (count sixteen).

7 b. Not contest facts agreed to in this agreement.

8 c. Abide by all agreements regarding sentencing contained  
9 in this agreement.

10 d. Appear for all court appearances, surrender as ordered  
11 for service of sentence, obey all conditions of any bond, and obey  
12 any other ongoing court order in this matter.

13 e. Not commit any crime; however, offenses that would be  
14 excluded for sentencing purposes under United States Sentencing  
15 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
16 within the scope of this agreement.

17 f. Be truthful at all times with the United States  
18 Probation and Pretrial Services Office and the Court.

19 g. Pay the applicable special assessments at or before  
20 the time of sentencing unless defendant has demonstrated a lack of  
21 ability to pay such assessments.

22 3. Defendant further agrees:

23 a. To forfeit all right, title, and interest in and to  
24 any and all monies, properties, and/or assets of any kind, derived  
25 from or acquired as a result of, used to facilitate the commission  
26 of, or involved in the illegal activity to which defendant is  
27 pleading guilty, specifically including, but not limited to, the  
28 following:

1           i. A Glock, model 19, 9mm Luger caliber pistol,  
2 bearing serial number BUPD386;

3           ii. A machinegun conversion device (also known as a  
4 "Glock switch," "trigger switch," "auto switch," or "auto sear") that  
5 was attached to the Glock, model 19, 9mm Luger caliber pistol,  
6 bearing serial number BUPD386;

7           iii. A Zastava, model N-PAP M70, 7.62x39mm caliber  
8 rifle, bearing serial number N-PAP035707;

9           iv. Approximately 800 rounds of PMC 5.56x45mm caliber  
10 ammunition;

11           v. Approximately 480 rounds of Fiocchi .40 S&W  
12 caliber ammunition;

13           vi. Approximately 300 rounds of PMC .40 S&W caliber  
14 ammunition;

15           vii. Approximately 200 rounds of Tula Cartridge Works  
16 7.62x39mm caliber ammunition;

17           viii. Approximately 130 rounds of SVT Technology  
18 9mm Luger caliber ammunition;

19           ix. Approximately 121 rounds of Lake City .223  
20 caliber ammunition; and

21           x. Approximately 102 rounds of CCI/Speer 9mm Luger  
22 caliber ammunition (collectively, the "Forfeitable Property").

23           b. To the Court's entry of an order of forfeiture at or  
24 before sentencing with respect to the Forfeitable Property and to the  
25 forfeiture of the property.

26           c. That the Preliminary Order of Forfeiture shall become  
27 final as to the defendant upon entry.

28

1           d. To take whatever steps are necessary to pass to the  
2 United States clear title to the Forfeitable Property, including,  
3 without limitation, the execution of a consent decree of forfeiture  
4 and the completing of any other legal documents required for the  
5 transfer of title to the United States.

6           e. Not to contest any administrative forfeiture  
7 proceedings or civil judicial proceedings commenced against the  
8 Forfeitable Property. If defendant submitted a claim and/or petition  
9 for remission for all or part of the Forfeitable Property on behalf  
10 of himself or any other individual or entity, defendant shall and  
11 hereby does withdraw any such claims or petitions, and further agrees  
12 to waive any right he may have to seek remission or mitigation of the  
13 forfeiture of the Forfeitable Property. Defendant further waives any  
14 and all notice requirements of 18 U.S.C. § 983(a)(1)(A) and/or  
15 requirements of the government to commence forfeiture actions  
16 pursuant to 18 U.S.C. § 924(d)(1).

17           f. Not to assist any other individual in any effort  
18 falsely to contest the forfeiture of the Forfeitable Property.

19           g. Not to claim that reasonable cause to seize the  
20 Forfeitable Property was lacking.

21           h. To prevent the transfer, sale, destruction, or loss of  
22 the Forfeitable Property to the extent defendant has the ability to  
23 do so.

24           i. That forfeiture of Forfeitable Property shall not be  
25 counted toward satisfaction of any special assessment, fine,  
26 restitution, costs, or other penalty the Court may impose.

27           j. With respect to any criminal forfeiture ordered as a  
28 result of this plea agreement, defendant waives: (1) the requirements

1 of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding  
2 notice of the forfeiture in the charging instrument, announcements of  
3 the forfeiture at sentencing, and incorporation of the forfeiture in  
4 the judgment; (2) all constitutional and statutory challenges to the  
5 forfeiture (including by direct appeal, habeas corpus or any other  
6 means); and (3) all constitutional, legal, and equitable defenses to  
7 the forfeiture of the Forfeitable Property in any proceeding on any  
8 grounds including, without limitation, that the forfeiture  
9 constitutes an excessive fine or punishment. Defendant acknowledges  
10 that forfeiture of the Forfeitable Property is part of the sentence  
11 that may be imposed in this case and waives any failure by the Court  
12 to advise defendant of this, pursuant to Federal Rule of Criminal  
13 Procedure 11(b)(1)(J), at the time the Court accepts defendant's  
14 guilty pleas.

15 4. Defendant further agrees to:

16 a. The abandonment to the United States of any interest  
17 of the defendant in the following firearm and ammunition, seized by  
18 law enforcement on or about August 15, 2023:

19 i. Four Polymer80, model PF940V2, ghost guns;  
20 ii. An AR-style, .223, ghost gun rifle; and  
21 iii. Approximately 611 rounds of assorted caliber  
22 ammunition (collectively, the "Seized Firearms and Ammunition").

23 b. Acknowledge that he is the sole owner of the Seized  
24 Firearms and Ammunition, and that no other person or entity has an  
25 interest in the Seized Firearms and Ammunition.

26 c. Complete any legal documents (including, but not  
27 limited to, an ATF Form 3400.1 - Abandonment) required for the  
28

1 transfer of title of the Seized Firearms and Ammunition to the United  
2 States.

3 THE USAO'S OBLIGATIONS

4 5. The USAO agrees to:

5 a. Not contest facts agreed to in this agreement.

6 b. Abide by all agreements regarding sentencing contained  
7 in this agreement.

8 c. At the time of sentencing, move to dismiss the  
9 remaining counts of the indictment as against defendant. Defendant  
10 agrees, however, that at the time of sentencing the Court may  
11 consider any dismissed charges in determining the applicable  
12 Sentencing Guidelines range, the propriety and extent of any  
13 departure from that range, and the sentence to be imposed.

14 d. At the time of sentencing, provided that defendant  
15 demonstrates an acceptance of responsibility for the offenses up to  
16 and including the time of sentencing, recommend a two-level reduction  
17 in the applicable Sentencing Guidelines offense level, pursuant to  
18 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
19 additional one-level reduction if available under that section.

20 NATURE OF THE OFFENSES

21 6. Defendant understands that for defendant to be guilty of  
22 the crime charged in count one, that is, conspiracy to engage in the  
23 business of dealing in firearms without a license, in violation of 18  
24 U.S.C. § 371, the following must be true: (1) there was an agreement  
25 between two or more persons to engage in the business of dealing in  
26 firearms without a license, in violation of 18 U.S.C. § 922(a)(1)(A);  
27 (2) defendant became a member of the conspiracy knowing of its object  
28 and intending to help accomplish it; and (3) one of the members of

1 the conspiracy performed at least one overt act for the purpose of  
2 carrying out the conspiracy.

3 7. Defendant understands that for a person to be guilty of the  
4 crime of engaging in the business of dealing in firearms without a  
5 license, in violation of 18 U.S.C. § 922(a)(1)(A), the following must  
6 be true: (1) the person was willfully engaged in the business of  
7 dealing in firearms; and (2) the person did not then have a license  
8 as a firearms dealer.

9 8. Defendant understands that for defendant to be guilty of  
10 the crime charged in count sixteen, that is, felon in possession of  
11 firearms and ammunition, in violation of 18 U.S.C. § 922(g)(1), the  
12 following must be true: (1) defendant knowingly possessed a firearm  
13 and/or ammunition; (2) the firearm and/or ammunition had been shipped  
14 or transported from one state to another or between a foreign nation  
15 and the United States; (3) at the time the defendant possessed the  
16 firearm and/or ammunition, the defendant had been convicted of a  
17 crime punishable by imprisonment for a term exceeding one year; and  
18 (4) at the time the defendant possessed the firearm and/or  
19 ammunition, the defendant knew he had been convicted of a crime  
20 punishable by imprisonment for a term exceeding one year.

21 PENALTIES

22 9. Defendant understands that the statutory maximum sentence  
23 that the Court can impose for a violation of 18 U.S.C. § 371, is: 5  
24 years' imprisonment; a 3-year period of supervised release; a fine of  
25 \$250,000 or twice the gross gain or gross loss resulting from the  
26 offense, whichever is greatest; and a mandatory special assessment of  
27 \$100.

1           10. Defendant understands that the statutory maximum sentence  
2 that the Court can impose for a violation of 18 U.S.C. § 922(g)(1),  
3 is: 15 years' imprisonment; a 3-year period of supervised release; a  
4 fine of \$250,000 or twice the gross gain or gross loss resulting from  
5 the offense, whichever is greatest; and a mandatory special  
6 assessment of \$100.

7           11. Defendant understands, therefore, that the total maximum  
8 sentence for all offenses to which defendant is pleading guilty is:  
9 20 years' imprisonment; a 3-year period of supervised release; a fine  
10 of \$500,000 or twice the gross gain or gross loss resulting from the  
11 offenses, whichever is greatest; and a mandatory special assessment  
12 of \$200.

13           12. Defendant understands that supervised release is a period  
14 of time following imprisonment during which defendant will be subject  
15 to various restrictions and requirements. Defendant understands that  
16 if defendant violates one or more of the conditions of any supervised  
17 release imposed, defendant may be returned to prison for all or part  
18 of the term of supervised release authorized by statute for the  
19 offense that resulted in the term of supervised release, which could  
20 result in defendant serving a total term of imprisonment greater than  
21 the statutory maximum stated above.

22           13. Defendant understands that, by pleading guilty, defendant  
23 may be giving up valuable government benefits and valuable civic  
24 rights, such as the right to vote, the right to possess a firearm,  
25 the right to hold office, and the right to serve on a jury.  
26 Defendant understands that he is pleading guilty to a felony and that  
27 it is a federal crime for a convicted felon to possess a firearm or  
28 ammunition. Defendant understands that the convictions in this case

1 may also subject defendant to various other collateral consequences,  
2 including but not limited to revocation of probation, parole, or  
3 supervised release in another case and suspension or revocation of a  
4 professional license. Defendant understands that unanticipated  
5 collateral consequences will not serve as grounds to withdraw  
6 defendant's guilty pleas.

7 14. Defendant and his counsel have discussed the fact that, and  
8 defendant understands that, if defendant is not a United States  
9 citizen, the convictions in this case make it practically inevitable  
10 and a virtual certainty that defendant will be removed or deported  
11 from the United States. Defendant may also be denied United States  
12 citizenship and admission to the United States in the future.  
13 Defendant understands that while there may be arguments that  
14 defendant can raise in immigration proceedings to avoid or delay  
15 removal, removal is presumptively mandatory and a virtual certainty  
16 in this case. Defendant further understands that removal and  
17 immigration consequences are the subject of a separate proceeding and  
18 that no one, including his attorney or the Court, can predict to an  
19 absolute certainty the effect of his convictions on his immigration  
20 status. Defendant nevertheless affirms that he wants to plead guilty  
21 regardless of any immigration consequences that his pleas may entail,  
22 even if the consequence is automatic removal from the United States.

23 FACTUAL BASIS

24 15. Defendant admits that defendant is, in fact, guilty of the  
25 offenses to which defendant is agreeing to plead guilty. Defendant  
26 and the USAO agree to the statement of facts provided below and agree  
27 that this statement of facts is sufficient to support pleas of guilty  
28 to the charges described in this agreement and to establish the

1 Sentencing Guidelines factors set forth in paragraph 15 below but is  
2 not meant to be a complete recitation of all facts relevant to the  
3 underlying criminal conduct or all facts known to either party that  
4 relate to that conduct.

5           a. Beginning no later than June 3, 2021, and continuing  
6 until at least August 15, 2023, in Santa Barbara County, defendant  
7 knowingly and intentionally conspired and agreed with co-defendants  
8 Jacob Wolfgang Gonzalez ("Gonzalez"), Kristopher Chase Malilay  
9 ("Malilay"), and Joshua Nathan Bedard ("Bedard"), and other co-  
10 conspirators, to engage in the business of dealing in firearms  
11 without a license. Defendant became a member of this conspiracy  
12 knowing of this object and intending to help accomplish it. During  
13 the conspiracy, neither defendant nor his co-conspirators possessed a  
14 license to import, manufacture, or deal in firearms.

15           b. In furtherance of the conspiracy, defendant willfully  
16 supplied firearms to and manufactured firearms for Gonzalez.  
17 Gonzalez then sold these firearms to individuals Gonzalez believed  
18 were buyers of firearms, but who were, in fact, a confidential  
19 informant ("CI") and undercover agent ("UC") working for the Bureau  
20 of Alcohol, Tobacco, Firearms and Explosives ("ATF"). Defendant  
21 admits that he supplied these firearms to Gonzalez so that Gonzalez  
22 could sell the firearms to other individuals.

23           c. Also in furtherance of the conspiracy, defendant  
24 committed the following specific acts, among others:

25           i. Between June 3, 2021, and February 10, 2023,  
26 defendant purchased assorted firearms parts and accessories via eBay,  
27 including lower parts kits for Glock pistols, slides, and barrels for  
28 Glock pistols.

1           ii. On October 27, 2022, defendant met with Gonzalez  
2 at defendant's residence in Guadalupe, California. During the  
3 meeting, defendant provided Gonzalez with a black plastic bag  
4 containing a privately manufactured AR-style, 5.56 NATO caliber  
5 machinegun, bearing no serial number (commonly referred to as a  
6 "ghost gun"), so that Gonzalez could sell the machinegun to the CI.

7           iii. On November 22, 2022, defendant delivered a  
8 Polymer80, model PF940C, 9mm caliber ghost gun pistol to Gonzalez,  
9 which defendant had assembled, so that Gonzalez could sell the ghost  
10 gun pistol to a customer.

11           iv. On January 24, 2023, Gonzalez called defendant to  
12 discuss the availability of firearms for sale. That same day,  
13 defendant met with Gonzalez at defendant's residence in Guadalupe,  
14 California. During the meeting, defendant provided Gonzalez with a  
15 black plastic bag containing a privately manufactured AR-style, .223  
16 caliber ghost gun rifle, a Sturm, Ruger and Co., model GP100, .357  
17 caliber magnum revolver, bearing serial number 171-83122, and two  
18 high-capacity magazines.

19           v. On April 20, 2023, defendant traveled to  
20 Gonzalez's residence and delivered a Polymer80, model PF940C, .40  
21 caliber ghost gun pistol to Gonzalez, which defendant had assembled.  
22 After receiving this ghost gun pistol from defendant, Gonzalez got  
23 into the CI's car to sell the firearm to the CI.

24           d. Over the course of the conspiracy, defendant and his  
25 co-conspirators, each aiding and abetting the other, willfully sold a  
26 total of 28 firearms to the CI and/or the UC. One of these firearms  
27 had an obliterated serial number, i.e., a Ruger, model LCP, .380 ACP  
28 caliber pistol with an obliterated serial number.

1 e. Additionally, on August 15, 2023, in Santa Barbara  
2 County, at his residence in Guadalupe, California, defendant  
3 knowingly and illegally possessed the following firearms and  
4 ammunition:

5 i. A machinegun, which defendant knew to be a  
6 machinegun, namely, a Glock, model 19, 9mm Luger caliber pistol,  
7 bearing serial number BUPD386, which had a machinegun conversion  
8 device attached to it;

9 ii. A Zastava, model N-PAP M70, 7.62x39mm caliber  
10 rifle, bearing serial number N-PAP035707, which was stolen;

11 iii. Approximately 800 rounds of PMC 5.56x44mm caliber  
12 ammunition;

13 iv. Approximately 480 rounds of Fiocchi .40 S&W  
14 caliber ammunition;

15 v. Approximately 300 rounds of PMC .40 S&W caliber  
16 ammunition;

17 vi. Approximately 200 rounds of Tula Cartridge Works  
18 7.62x39mm caliber ammunition;

19 vii. Approximately 130 rounds of SVT Technology 9mm  
20 Luger caliber ammunition;

21 viii. Approximately 121 rounds of Lake City .223  
22 caliber ammunition; and

23 ix. Approximately 102 rounds of CCI/Speer 9mm Luger  
24 caliber ammunition.

25 f. All of the above-described firearms and ammunition,  
26 which defendant possessed at his residence on August 15, 2023, were  
27 manufactured outside of California, and thus, had been shipped or  
28 transported from one state to another or from a foreign country into

1 the United States. Further, at the time defendant knowingly and  
2 unlawfully possessed the firearms and ammunition found at his  
3 residence on August 15, 2023, defendant had previously been convicted  
4 of, and knew he had been convicted of, the following felony  
5 punishable by a term of imprisonment exceeding one year and  
6 misdemeanor crime of domestic violence:

7 i. Carrying a Concealed Firearm in Vehicle, in  
8 violation of California Penal Code Section 12025(a)(1), in the  
9 Superior Court for the State of California, Kings County, Case Number  
10 06CM7926HTA, on or about November 10, 2006.

11 ii. Infliction of Corporal Injury on a Spouse, in  
12 violation of California Penal Code Section 273.5(a), in the Superior  
13 Court of the State of California, County of San Bernardino, Case  
14 Number MVI040965, on or about August 5, 2004.

15 g. Defendant also knowingly possessed the following  
16 firearms and ammunition at his residence in Guadalupe, California on  
17 August 15, 2023:

18 i. Four Polymer80, model number PF940V2, ghost gun  
19 pistols;

20 ii. An AR-style, .223 caliber, ghost gun rifle;

21 iii. Approximately 902 rounds of assorted caliber  
22 ammunition;

23 iv. Three high-capacity drum magazines; and

24 v. Tools and parts used to manufacture firearms,  
25 including a Polymer80 jig, three firearm slides/barrels, seven AK  
26 barrels, seven AK-style extended magazines, eleven AR-style extended  
27 magazines, and a Dremel toolbox and tools.

SENTENCING FACTORS

16. Defendant understands that in determining defendant's sentence the Court is required to calculate the applicable Sentencing Guidelines range and to consider that range, possible departures under the Sentencing Guidelines, and the other sentencing factors set forth in 18 U.S.C. § 3553(a). Defendant understands that the Sentencing Guidelines are advisory only, that defendant cannot have any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate up to the maximum set by statute for the crimes of conviction.

17. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	20	U.S.S.G. § 2K2.1(a)(4)(B)
25-99 Firearms	+6	U.S.S.G. § 2K2.1(b)(1)(C)
Stolen Firearm	+2	U.S.S.G. § 2K2.1(b)(4)(A)
Firearm Without a Serial Number/Obliterated Serial Number	+4	U.S.S.G. § 2K2.1(b)(4)(B)

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate. The base offense level set forth above is based on information currently known to the government regarding defendant's criminal history. Defendant understands and agrees that defendant's base offense level could be increased if defendant is an armed career criminal under U.S.S.G. §§ 4B1.4 and 18 U.S.C. § 924(e), or if defendant has additional prior

1 conviction(s) for either a crime of violence or a controlled  
2 substance offense under U.S.S.G. § 2K2.1. If defendant's base  
3 offense level is so altered, defendant and the USAO will not be bound  
4 by the base offense level agreed to above.

5 18. Defendant understands that there is no agreement as to  
6 defendant's criminal history or criminal history category.

7 19. Defendant and the USAO reserve the right to argue for a  
8 sentence outside the sentencing range established by the Sentencing  
9 Guidelines based on the factors set forth in 18 U.S.C. §§ 3553(a)(1),  
10 (a)(2), (a)(3), (a)(6), and (a)(7).

11 WAIVER OF CONSTITUTIONAL RIGHTS

12 20. Defendant understands that by pleading guilty, defendant  
13 gives up the following rights:

14 a. The right to persist in a plea of not guilty.

15 b. The right to a speedy and public trial by jury.

16 c. The right to be represented by counsel - and if  
17 necessary have the Court appoint counsel - at trial. Defendant  
18 understands, however, that, defendant retains the right to be  
19 represented by counsel - and if necessary have the Court appoint  
20 counsel - at every other stage of the proceeding.

21 d. The right to be presumed innocent and to have the  
22 burden of proof placed on the government to prove defendant guilty  
23 beyond a reasonable doubt.

24 e. The right to confront and cross-examine witnesses  
25 against defendant.

26 f. The right to testify and to present evidence in  
27 opposition to the charges, including the right to compel the  
28 attendance of witnesses to testify.

1           g. The right not to be compelled to testify, and, if  
2 defendant chose not to testify or present evidence, to have that  
3 choice not be used against defendant.

4           h. Any and all rights to pursue any affirmative defenses,  
5 Fourth Amendment or Fifth Amendment claims, and other pretrial  
6 motions that have been filed or could be filed.

7                           WAIVER OF APPEAL OF CONVICTION

8           21. Defendant understands that, with the exception of an appeal  
9 based on a claim that defendant's guilty pleas were involuntary, by  
10 pleading guilty defendant is waiving and giving up any right to  
11 appeal defendant's convictions on the offenses to which defendant is  
12 pleading guilty. Defendant understands that this waiver includes,  
13 but is not limited to, arguments that the statutes to which defendant  
14 is pleading guilty are unconstitutional, and any and all claims that  
15 the statement of facts provided herein is insufficient to support  
16 defendant's pleas of guilty.

17                           LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

18           22. Defendant agrees that, provided the Court imposes a term of  
19 imprisonment within or below the range corresponding to an offense  
20 level of 26 and the criminal history category calculated by the  
21 Court, defendant gives up the right to appeal all of the following:  
22 (a) the procedures and calculations used to determine and impose any  
23 portion of the sentence; (b) the term of imprisonment imposed by the  
24 Court; (c) the fine imposed by the Court, provided it is within the  
25 statutory maximum; (d) to the extent permitted by law, the  
26 constitutionality or legality of defendant's sentence, provided it is  
27 within the statutory maximum; (e) the term of probation or supervised  
28 release imposed by the Court, provided it is within the statutory

1 maximum; and (f) any of the following conditions of probation or  
2 supervised release imposed by the Court: the conditions set forth in  
3 Second Amended General Order 20-04 of this Court; the drug testing  
4 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
5 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

6 23. The USAO agrees that, provided (a) all portions of the  
7 sentence are at or below the statutory maximum specified above and  
8 (b) the Court imposes a term of imprisonment within or above the  
9 range corresponding to an offense level of 26 and the criminal  
10 history category calculated by the Court, the USAO gives up its right  
11 to appeal any portion of the sentence.

12 RESULT OF WITHDRAWAL OF GUILTY PLEAS

13 24. Defendant agrees that if, after entering guilty pleas  
14 pursuant to this agreement, defendant seeks to withdraw and succeeds  
15 in withdrawing defendant's guilty pleas on any basis other than a  
16 claim and finding that entry into this plea agreement was  
17 involuntary, then (a) the USAO will be relieved of all of its  
18 obligations under this agreement; and (b) should the USAO choose to  
19 pursue any charge that was either dismissed or not filed as a result  
20 of this agreement, then (i) any applicable statute of limitations  
21 will be tolled between the date of defendant's signing of this  
22 agreement and the filing commencing any such action; and  
23 (ii) defendant waives and gives up all defenses based on the statute  
24 of limitations, any claim of pre-indictment delay, or any speedy  
25 trial claim with respect to any such action, except to the extent  
26 that such defenses existed as of the date of defendant's signing this  
27 agreement.

28 ///

1                   RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

2           25. Defendant agrees that if any count of conviction is  
3 vacated, reversed, or set aside, the USAO may: (a) ask the Court to  
4 resentence defendant on any remaining count of conviction, with both  
5 the USAO and defendant being released from any stipulations regarding  
6 sentencing contained in this agreement, (b) ask the Court to void the  
7 entire plea agreement and vacate defendant's guilty pleas on any  
8 remaining count of conviction, with both the USAO and defendant being  
9 released from all their obligations under this agreement, or  
10 (c) leave defendant's remaining conviction, sentence, and plea  
11 agreement intact. Defendant agrees that the choice among these three  
12 options rests in the exclusive discretion of the USAO.

13                   EFFECTIVE DATE OF AGREEMENT

14           26. This agreement is effective upon signature and execution of  
15 all required certifications by defendant, defendant's counsel, and an  
16 Assistant United States Attorney.

17                   BREACH OF AGREEMENT

18           27. Defendant agrees that if defendant, at any time after the  
19 signature of this agreement and execution of all required  
20 certifications by defendant, defendant's counsel, and an Assistant  
21 United States Attorney, knowingly violates or fails to perform any of  
22 defendant's obligations under this agreement ("a breach"), the USAO  
23 may declare this agreement breached. All of defendant's obligations  
24 are material, a single breach of this agreement is sufficient for the  
25 USAO to declare a breach, and defendant shall not be deemed to have  
26 cured a breach without the express agreement of the USAO in writing.  
27 If the USAO declares this agreement breached, and the Court finds  
28 such a breach to have occurred, then:

1           a.     If defendant has previously entered guilty pleas  
2 pursuant to this agreement, defendant will not be able to withdraw  
3 the guilty pleas.

4           b.     The USAO will be relieved of all its obligations under  
5 this agreement.

6           28.    Following the Court's finding of a knowing breach of this  
7 agreement by defendant, should the USAO choose to pursue any charge  
8 that was either dismissed or not filed as a result of this agreement,  
9 then:

10           a.    Defendant agrees that any applicable statute of  
11 limitations is tolled between the date of defendant's signing of this  
12 agreement and the filing commencing any such action.

13           b.    Defendant waives and gives up all defenses based on  
14 the statute of limitations, any claim of pre-indictment delay, or any  
15 speedy trial claim with respect to any such action, except to the  
16 extent that such defenses existed as of the date of defendant's  
17 signing this agreement.

18           c.    Defendant agrees that: (i) any statements made by  
19 defendant, under oath, at the guilty plea hearing (if such a hearing  
20 occurred prior to the breach); (ii) the agreed to factual basis  
21 statement in this agreement; and (iii) any evidence derived from such  
22 statements, shall be admissible against defendant in any such action  
23 against defendant, and defendant waives and gives up any claim under  
24 the United States Constitution, any statute, Rule 410 of the Federal  
25 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
26 Procedure, or any other federal rule, that the statements or any  
27 evidence derived from the statements should be suppressed or are  
28 inadmissible.

COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICESOFFICE NOT PARTIES

29. Defendant understands that the Court and the United States Probation and Pretrial Services Office are not parties to this agreement and need not accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

30. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation and Pretrial Services Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations and determination of sentence, and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations and the sentence it chooses to impose are not error, although each party agrees to maintain its view that the calculations in paragraph 17 are consistent with the facts of this case. While this paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation and Pretrial Services Office and the Court, even if that factual information may be viewed as inconsistent with the facts agreed to in this agreement, this paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed to in this agreement.

31. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty pleas, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant  
 2 understands that no one -- not the prosecutor, defendant's attorney,  
 3 or the Court -- can make a binding prediction or promise regarding  
 4 the sentence defendant will receive, except that it will be within  
 5 the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 32. Defendant understands that, except as set forth herein or  
 8 in any signed and filed supplemental agreements, there are no  
 9 promises, understandings, or agreements between the USAO and  
 10 defendant or defendant's attorney, and that no additional promise,  
 11 understanding, or agreement may be entered into unless in a writing  
 12 signed by all parties or on the record in court.

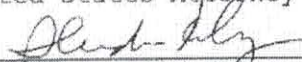
13 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

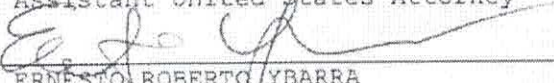
14 33. The parties agree that this agreement will be considered  
 15 part of the record of defendant's guilty plea hearing as if the  
 16 entire agreement had been read into the record of the proceeding.


17 AGREED AND ACCEPTED

18 UNITED STATES ATTORNEY'S OFFICE  
 19 FOR THE CENTRAL DISTRICT OF  
 CALIFORNIA

20 E. MARTIN ESTRADA  
 United States Attorney

21   
 22 ALEXANDRA SLOAN KELLY  
 Assistant United States Attorney

23   
 24 ERNESTO ROBERTO YBARRA  
 Defendant

25   
 26 THOMAS PAUL MATTHEWS  
 Attorney for Defendant ERNESTO  
 27 ROBERTO YBARRA  
 28

02/02/2024

Date

2/16/17

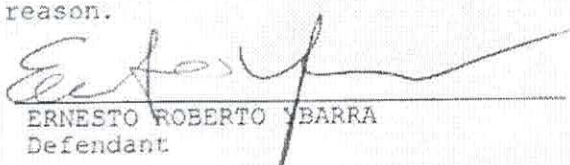
Date

2/16/17

Date

CERTIFICATION OF DEFENDANT


I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charges and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
ERNESTO ROBERTO YBARRA  
Defendant

2/16/24  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am ERNESTO ROBERTO YBARRA's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of guilty pleas pursuant to this agreement.

  
THOMAS PAUL MATTHEWS  
Attorney for Defendant ERNESTO  
ROBERTO YBARRA

2/16/24  
Date